

Return recorded copy to:

**AMPLA**

Development Management Division  
115 S. Andrews Avenue, A240  
Fort Lauderdale, FL 33301

Document prepared by:

Danette Thompson, RPA  
Central Properties Realty, Inc.  
6624 NW 48th Manor  
Coral Springs, FL 33067

**NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY.**

**AGREEMENT FOR AMENDMENT  
OF NOTATION ON PLAT**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

Abundant Life Christian Centre, Inc., its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of property shown on the Central Park of Commerce Plat, Plat No./Clerk's File No. 052-MP-83, hereinafter referred to as "PLAT," which PLAT or delegation request was approved by the Board of County Commissioners of Broward County on January 8, 2008; and

WHEREAS, a description of the platted area is attached hereto as Exhibit "A" and made a part hereof, and

WHEREAS, DEVELOPER has determined there exists a need for an amendment to the Notation on the face of said PLAT; and

WHEREAS, the COUNTY has no objection to amending the notation and the Board of County Commissioners approved such an amendment at its meeting of January 8, 2008;

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Approved BCC 1/8/08 #31 **BROWARD COUNTY**  
Submitted By Rev. Nym  
RETURN TO DOCUMENT CONTROL

(9)

NOW, THEREFORE, in consideration of the mutual terms, conditions and promises hereinafter set forth, the COUNTY and DEVELOPER agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. COUNTY and DEVELOPER hereby agree that the notation shown on the face of the PLAT is hereby amended as set forth within Exhibit "B."
3. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director, Development Management Division of Broward County  
115 South Andrews Avenue, Room A240  
Fort Lauderdale, FL 33301

For the DEVELOPER:

Abundant Life Christian Centre, Inc.  
1490 Banks Road  
Margate, FL 33063

4. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County Florida, at the DEVELOPER=s expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.
5. VENUE: CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sits, and shall be governed by the laws of the State of Florida.
6. NOTATIONS. All other notations on the face of the above referenced PLAT not amended by this Agreement shall remain in full force and effect.

7. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney=s Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
8. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
9. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
10. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
11. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
12. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement and recorded in the public records of Broward County, Florida.
13. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and DEVELOPER.


[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and DEVELOPER, signing by and through its PRESIDENT, duly authorized to execute same.

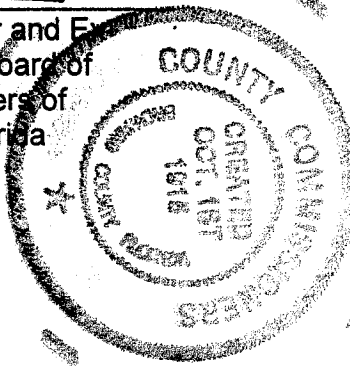
**COUNTY**

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS



County Administrator and Ex-  
Officio Clerk of the Board of  
County Commissioners of  
Broward County, Florida



By




Mayor

23rd day of May, 2008

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Government Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By



Assistant County Attorney

10 day of April, 2008

Mar 12 2008 12:37PM C&amp;T Construction

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**DEVELOPER-CORPORATION/PARTNERSHIP**

Witnesses:

Rita Santanie 116  
 (Signature)  
 Print name: Rita Santanie 116

Priscilla Childers  
 (Signature)  
 Print name: Priscilla Childers

Abundant Life Christian Centre, INC.  
 Name of Developer (corporation/partnership)

By Richard W. Thomas  
 (Signature)  
 Print name: Richard W. Thomas  
 Title: President

Address: 1490 Banks RD  
MARGATE, FL 33063

12<sup>th</sup> day of March, 2008

ATTEST (if corporation):

(CORPORATE SEAL)

(Secretary Signature)

Print Name of Secretary: \_\_\_\_\_

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF FLORIDA )  
 COUNTY OF Broward ) SS.

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 2008 by Richard W. Thomas, as President of Abundant Life Christian Ctr 501(c)3 corporation/partnership, on behalf of the corporation/ partnership. He or she is:

[ ☒ ] personally known to me, or[ ☐ ] produced identification. Type of identification produced \_\_\_\_\_NOTARY PUBLIC: Michelle L. Scavone

(Seal)

My commission expires

MICHELLE L. SCAVONE  
 Commission DD 642433  
 Expires May 15, 2011  
 Bonded Thru Troy Fain Insurance 800-385-7019

Print name: \_\_\_\_\_

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**BROWARD**  
 COUNTY  
 FLORIDA

Mar 28 2008 9:11AM

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**MORTGAGEE-CORPORATION/PARTNERSHIP**

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses:

(Signature)

Print name: Teila Miranda

(Signature)

Print name: Jason Duhigg

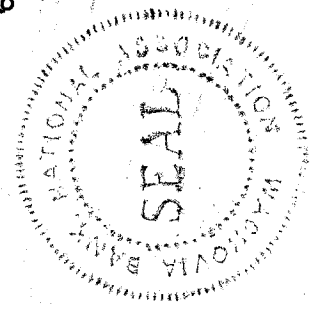
Wachovia Bank NA  
Name of Mortgagee (corporation/partnership)

By T. Haley  
(Signature)Print name: Tim HaleyTitle: Branch Manager - N/AAddress: 8740 Proscaper Dr  
Charlotte, NC 2826231 day of March, 2008

ATTEST (if corporation):

(Secretary Signature)

(CORPORATE SEAL)

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

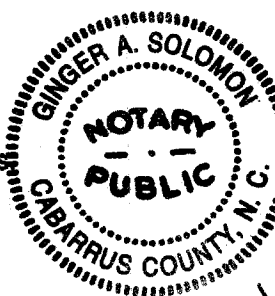
STATE OF North Carolina ) ss.  
COUNTY OF Cabarrus

The foregoing instrument was acknowledged before me this 31 day of March, 2008, by Tim Haley, as Assistant Vice President of Wachovia Bank, N.A., a corporation/partnership, on behalf of the corporation/partnership. He or she is:

[ ☒ ] personally known to me, or[ ☐ ] produced identification. Type of identification produced \_\_\_\_\_NOTARY PUBLIC: Ginger A. Solomon

(Seal)

My commission expires

8/23/2010Print name: Ginger A. SolomonCAF#358  
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**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Lots 1, 2 and 3, Block 2, CENTRAL PARK OF COMMERCE, according to the Plat thereof as recorded in Plat Book 119, Page 27, of the Public Records of Broward County, Florida.

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**EXHIBIT "B"**

**AMENDMENT TO NOTATION ON PLAT**

The existing notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended from:

Lots 1, 2, and 3, Block 2 are restricted to 73,558 square feet of church and 3.075 square feet of day care

The notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended to:

Lots 1, 2 and 3, Block 2 are restricted to 50,572 square feet of church use (43,330 square feet of existing and 7,422 square feet of proposed); 23,881 square feet of existing private school; and 6,277 square feet of existing day care use.

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**EXHIBIT "B" - CONTINUED****PLEASE CHECK THE APPROPRIATE BOX OR BOXES.****Expiration of Finding of Adequacy for Plat without an Expiration of a Finding of Adequacy notation or the Finding of Adequacy has expired.**

If a building permit for a principal building (excluding dry models, sales and construction offices) is not issued by \_\_\_\_\_, 20\_\_\_\_, then the County=s finding of adequacy shall expire and no additional building permits shall be issued for the amended uses until such time as Broward County makes a subsequent finding that the applicant satisfies the adequacy requirements set forth within the Broward County Land Development Code. The owner of the property shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame; and/or

If construction of project water lines, sewer lines, drainage, and the rock base for internal roads have not been substantially completed by \_\_\_\_\_, 20\_\_\_\_, then the County=s finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County shall make a subsequent finding that the applicant satisfies the adequacy requirements set forth within Broward County Land Development Code. This requirement may be satisfied for a phase of the project, provided a phasing plan has been approved by Broward County. The owner of the property or the agent of the owner shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame.

**Air Navigation Hazards.**

Any structure within this Plat shall comply with Section IV D 1. f., Development Review Requirements of the Broward County Comprehensive Plan regarding hazards to air navigation.

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